

**MILLVILLE FARMERS MARKET**  
**VENDOR AGREEMENT AND REGULATIONS FOR 2013 SEASON**  
**EVERY THURSDAY – 9:00 A.M. TILL 1:00 P.M.**  
**JUNE 6<sup>TH</sup> THROUGH SEPTEMBER 12<sup>TH</sup> (15 THURSDAYS)**

**Name (s) of Vendor:** \_\_\_\_\_

**Farm/Business Name:** \_\_\_\_\_

**Type of Business:** Sole Proprietor \_\_\_\_ Family Owned \_\_\_\_ Other \_\_\_\_\_

**Contact Information (include mailing address, phone # and email address):** \_\_\_\_\_

**Products Available for Sale at Millville Farmers Market:** \_\_\_\_\_

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**MILLVILLE FARMERS MARKET RULES AND REGULATIONS**

Our purpose is to provide residents of and visitors to Southeastern Sussex County with an opportunity to purchase locally grown, freshly picked fruits, vegetables, live plants, cut flowers, and a variety of other farm products. By providing these products to our residents and visitors, we intend also to help sustain and promote this area's rich agricultural and farming heritage and to broaden our shoppers' understanding of the importance of farming to our region's economy. We want to foster a continuing relationship between visitors and the many farming families who serve them. We are proud of the fact that our growers are truly our neighbors.

- 1) Products sold at the Millville Farmers Market must be grown by the farmer or their designee/vendor on land owned or leased by the grower. For example, honey from the growers' own hives; cheese is made with the dairy farmer's own milk supply; eggs are produced by the farmer's fowl on his/her own property. The sale of dairy products and eggs, must meet DDA and USDA requirements. Canned or preserved fruits and vegetables must be grown by the farmer selling them and prepared in a "Certified Kitchen" with proof of said certification provided to the Market Master prior to sales. The Millville Farmers Market does not permit sale of craft items or other decorative items.
- 2) Vendors selling certified organic products must display a copy of their official certified organic certificate at their space at the Millville Farmers Market. Terms such as "Certified", "Organic" or "Natural" that cannot be verified cannot be used. The Market Master's judgement about such descriptions, after discussion, will be the final judgement.
- 3) The Market Master will reserve the right to see that spoiled or off-condition products are removed from sale. The Market Master will have the right to remove any other items not grown by official vendors of the Millville Farmers Market.
- 4) **GROSS SALES** Vendors commit to report an estimate of their gross sales to the Market Master at the close of the market on each Thursday. Vendors who do not provide this information on Thursday must do so by 4:00 p.m. on Friday after the Thursday market. Vendor gross sales information is aggregated and reported to the Delaware Dept. of Agriculture, and this information is never disclosed to anyone as coming from specific vendors. Only aggregated market numbers are reported.

- 5) Vendors must agree to attend a meeting at the Town Hall prior to opening day of the Farmer's Market. Date and time will be emailed to you. The vendors also agree that the Market Master can meet with them at the vendors' farm or place of business.
- 6) Vendors are responsible for providing their own tables, chairs, tents and carry-out trash containers for their designated selling space at the Millville Farmers Market. Vendors are responsible for setting up, securing, and taking down their own tables, chairs, tents and trash containers. Vendors also agree that their assigned vendor space will be left broom-clean and litter-free at the end of each Thursday selling session.
- 7) Vendors are required to have product and liability insurance, and all vendors are required to have all necessary County and State permits and licenses.
- 8) Vendors are required to add to their liability insurance policies the names or properties where the liability insurance is in effect. For example, for the 2013 Farmers Market season at the Millville Farmers Market, vendors must add: "Town of Millville & Millville Farmers Market", located at 36404 Club House RD, Millville, DE 19967. Proof of liability insurance with name and place addendum specifications is required by each Vendor, and it must be included with the return of this application. Vendors are responsible for their own actions, omissions and errors.
- 9) Product pricing is the responsibility of the Vendor. The Millville Farmers Market requires that each Vendor prominently display: a) The name of the business and its location; and b) prices at their assigned vendor space, for all products offered for sale.
- 10) Vendors are required to be fully set up and ready for sales a full ten minutes prior to Market opening. Therefore, Vendors should arrive at the Market with adequate time to set up; this regulation is critical and it benefits both the Vendors sales success and customer satisfaction. The Market Master will ring the bell to start and end the market.
- 11) Absolutely no sales are permitted prior to the opening hour. The Market Master shall be in charge of declaring the opening of the Market on each and every Thursday.
- 12) Vendor absences from each Thursday's market are not permitted. If an emergency causes Vendor absence, Vendors must notify the Market Master immediately. If the absence is caused by a "no product" incident, Vendors must notify the Market Master immediately. Vendors agree they will not make a claim against the Millville Farmers Market resulting from termination.
- 13) Vendor misconduct or repeated violations of this Agreement may result in termination from a Vendor's participation at the Millville Farmers Market. Such a determination will be made by the Market Master after discussion with the Town Manager and consideration by the Market Master, and the Master's decision shall be final. Vendors' agree they will not make a claim, monetary or otherwise, against the Millville Farmers Market resulting from termination of participation at the Millville Farmers Market. By signing this Agreement, Vendors acknowledge that it is in the best interest of the Vendors, farmers, and the Millville Farmers Market to fully attempt a good fair resolution to all disputes through the Millville Farmers Market Manager.

14) It is understood between Vendors and the Millville Farmers Market that the Millville Farmers Market makes no representation as to the extent of sales made by individual Vendors, on any individual Thursday or for the season as a whole.

**INDEMNIFICATION:** Vendors acknowledge full responsibility for all of their actions and inactions, and the actions and inactions of their representatives, agents and designees, throughout the Millville Farmers Market season, and Vendors agree to indemnify and hold harmless the **TOWN OF MILLVILLE, AND THE MILLVILLE MARKET MASTER, AND THE MILLVILLE FARMERS MARKET**, against any and all liability, loss, damage, damage expense, suites, claims, penalties, or judgements arising in connection with or as a result of the undersigned's or the undersigned's representative's, agent's and designee's acts and/or omissions at the Millville Farmers Market. Vendors agree to defend any and all claims which may be brought against them or the Millville Farmers Market at the vendor's own costs and expense, when such a claim relates to the Vendors' representatives, agents, or designees actions, inactions or omissions.

**I HAVE READ AND UNDERSTAND THE 2013 SEASON MILLVILLE FARMERS MARKET AGREEMENT, ITS RULES AND REGULATIONS, AND I AGREE TO ABIDE BY THEM AS STATED. ANY FALSE STATEMENTS I HAVE MADE ON THIS APPLICATION WILL VOID THIS AGREEMENT, EXCEPT FOR MY OBLIGATION UNDER THE INDEMNIFICATION AGREEMENT AS STATED ABOVE, WHICH OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT. I AFFIRM THAT THE INFORMATION I HAVE PROVIDED TO THE MILLVILLE FARMERS MARKET ON THIS APPLICATION IS ACCURATE AND COMPLETE, AND ANY ADDITIONAL INFORMATION I MAY NEED TO SUBMIT TO SUPPORT CLAIMS MADE IN MY APPLICATION WILL ALSO BE ACCURATE AND COMPLETE.**

Please Print the Farm or Business Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name of Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Millville \_\_\_\_\_

Date: \_\_\_\_\_